



REQUEST FOR PROPOSALS 2016-107

KITSAP COUNTY DEPARTMENT OF HUMAN SERVICES Family & Youth System Partner Roundtables (FYSPRTs)

Response Deadline: March 1, 2016 at 3:00 PM

Purpose of Request for Proposals

Kitsap County, Department of Human Services is requesting proposals for the establishment and functional operation of a Regional Family Youth Service Partner Roundtable within the Regional Service Area of Kitsap, Clallam and Jefferson Counties.

Background and Scope

Family Youth System Partner Roundtable (FYSPRT) is a required element of the T.R. Settlement Agreement and are designed to create a platform for family, youth and system partners to collaborate and strengthen sustainable resources by providing approaches to address the individualized behavioral health needs of children, youth and families.

Serving as a Governance Structure FYSPRT's are a critical component to inform Washington State Children's Behavioral Health System change. Local FYSPRT's are being established in each Regional Service Area (RSA) and will be integrated into a Statewide FYSPRT.

Based on the core values of Systems of Care (SOC) philosophy, FYSPRT's reflect the following goals:

- Family and Youth driven services
- Cross System collaboration
- Community Based
- Culturally and linguistically competent services

Integrating Washington State Children's Behavioral Health Principles, FYSPRT's reflect:

- Family and Youth Voice and Choice
- Team Based
- Natural Supports
- Collaboration
- Home and Community Based

- Culturally relevant
- Individualized
- Strengths Based
- Outcome Based
- Unconditional

The full scope of work proposed for this contract is described in Appendix A of this document. In general, the scope of work includes:

The function of a FYSPRT is to be a working partnership among family, youth, and professionals to bring a broad perspective to build and strengthen relationships for identifying family and youth needs and creating options to address family and youth priorities. The FYSPRT provides leadership to influence the establishment and sustainability of Washington State Children's Behavioral Health System Principles in service delivery to children, youth, and families. The FYSPRT provides insight on long-term strategies in support of fully implementing and sustaining Washington State's Systems of Care approach.

Proposer's Experience/Qualifications

Bidding is open to 501(c)3 organizations that emphasize self-help as their operational approach and that are owned, administratively controlled, and operated by mental health consumers or their families. These organizations must demonstrate the following five qualities:

1. Independent: The organization is controlled and operated by consumers (for consumer run organizations) or family members (for family run organizations);
2. Autonomous: Decisions about governance, fiscal, personnel, policy, purchasing, quality improvement and all other operational matters are made by the organization and not an external entity;
3. Accountable: Responsibility for decisions rests within the organization;
4. Consumer controlled: At least 51% of the governance board are consumers (for consumer run organizations) or family members (for family run organizations); and
5. Peer workers: Staff and management have received mental health services (or, for family members, are related to a person who has received mental health services) and they have life experiences that are relevant and similar to the people whom they serve.

For consumer and family-run organizations in the formative stages that have not yet filed for 501(c)3 status, it is recognized that partnership with a parent organization may be necessary. This should be described in the narrative section and how funds will be utilized to help develop independent status.

Bidders who do not meet these minimum qualifications shall be deemed unresponsive, will not be evaluated and no score will be assigned.

ACH Preference

The Kitsap County Auditor is requiring that all vendor payments be processed through Direct Deposit via Automated Clearing House (ACH). Please contact the Kitsap County Auditor if you wish to arrange an alternative payment method. No other payment method will be available unless agreed to by the Kitsap County Auditor in writing prior to commencement of work and/or purchase.

Procurement Contact Information

Upon release of this RFP, all communications concerning this RFP must be directed only to the RFP Coordinator listed below. Any communication directed to Kitsap County staff or consultants other than the RFP Coordinator may result in disqualification.

Contact: Colby Wattling, Buyer

Mailing Address: Kitsap County Purchasing Office
614 Division St., MS-7
Port Orchard, WA 98366

Physical Address: Purchasing Office – Fourth Floor
619 Division St.
Port Orchard, WA 98366

Telephone: 360-337-7036
E-mail Address: cwattling@co.kitsap.wa.us

Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Proposer’s sole responsibility to periodically check the Kitsap County website for amendments to this document.

Figure 1. **PROCUREMENT SCHEDULE**

| Item | Action | Date |
|------|--|-----------------------------------|
| 1. | Kitsap County Issues RFP | February 4, 2016 |
| 2. | Proposer may submit written questions and comments until 3 p.m. Pacific Time | February 18, 2016 |
| 3. | Kitsap County will Issue responses. | February 23, 2016 |
| 4. | Proposer must submit Proposal by 3 p.m. Pacific Time | March 1, 2016 |
| 5. | Kitsap County evaluation of Proposals | March 2, 2016 – March 10, 2016 |
| 6. | Contract Execution | Anticipated April 2016 |

Proprietary Information/Public Disclosure

Materials submitted in response to this RFP shall become the property of Kitsap County and the proposals shall be deemed public records as defined by RCW 42.56.

The proposal must include a statement on the Cover Letter identifying the pages, if any, which contain information that the Proposer considers proprietary. Each page claimed to be proprietary must be clearly marked by stating the work “Proprietary” on the lower right hand

corner. Proposer s must be reasonable in designating information as proprietary or confidential. **Proposers may not mark their entire proposal proprietary. Doing so will not be honored and will disqualify your proposal from further consideration.**

If Kitsap County receives a request to view or copy a Proposer’s proposal, the County will respond according to applicable law and the County’s policy governing public disclosure. Kitsap County will not disclose any information marked “Proprietary” in a proposal without giving the Proposer ten (10) days notice to seek relief in superior court per RCW 42.56.540.

Do not include any HIPAA sensitive information in your proposal. Doing so will disqualify your proposal from further consideration. If you wish to include examples of any forms or processes, use a blank form or ensure that the sensitive information is redacted.

Questions and Answers

Proposer’s may e-mail or mail written questions to the RFP Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted on the Kitsap County website by amendment. Proposers may only rely on written statements issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on Kitsap County.

RFP Amendments

Kitsap County reserves the right, at any time before the execution of a contract to amend all, or a portion of this RFP. Amendments will be posted on the Kitsap County website. If there is any conflict between amendments or between an amendment and this document, whichever document was issued last in time shall be controlling.

Retraction of this Request for Proposals

Kitsap County reserves the right to retract this RFP in whole, or in part, at any time without penalty.

Submittal Requirements

1. A brief cover letter and statement of interest in conducting this work
2. A proposal which addresses the criteria for selection and experience described above, including the proposed approach to scope of work (Appendix A) and deliverables, schedule, and detailed budget. Describe any departures from our requested services that you would recommend.

To be considered for this RFP, 1 copy marked “Original” and 3 copies of the proposal must be submitted with the RFP Number, the date and time of the response deadline and the name and address of the respondent clearly stated on the outside of the envelope. All copies must be identical in content to the “Original” as the evaluators will only be evaluating the copies.

The Proposer must include in the “Original” binder one soft copy in Microsoft Word or Microsoft Excel if appropriate, on a portable media or electronic readable media (CD or thumb drive), with a label identifying the Proposer’s name and RFP 2016-107.

Proposals must be received no later than 3:00 p.m. on March 1, 2016.

Please submit by mail to:

Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express , or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Proposers are solely responsible for all costs incurred in the development and submission of the response to this RFP, including proposal preparation or any other presentations, whether or not they lead to execution of a contract and agreement with Kitsap County. All materials submitted become the property of Kitsap County.

Non-responsive Proposals

All proposals will be reviewed by the RFP Coordinator to determine compliance with instructions specified in this RFP. Kitsap County may reject or withdraw a proposal at any time as nonresponsive for any of the following reasons:

- a. Incomplete proposal
- b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document
- c. Failure to comply with any part of this RFP or any attachment to this RFP
- d. Submission of incorrect, misleading, or false information

Kitsap County may waive minor administrative irregularities related to any proposal.

Execution of the Contract

Kitsap County expects to sign a contract with the Apparently Successful Proposer and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Attachment A.

The term of the contract is expected to last from procurement until March 31st, 2016 commencing upon the start date or execution date, whichever is later. Amendments extending the period of performance, if any, shall be at the sole discretion of the County.

Kitsap County reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the winning proposal.

If the Apparently Successful Proposer fails or refuses to sign the contract or any subsequent amendment within ten (10) business days of delivery, Kitsap County may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of Kitsap County.

NOTE: The Apparently Successful Proposer must comply with the insurance requirements identified in the sample contract attached hereto as Attachment A.

Criteria for Selection

Kitsap County will use the following criteria to evaluate proposals to select the most qualified team. Interviews may be requested of the top ranked firms. Proposals are to be brief, address the following, and will be scored up to a maximum of **100 points**:

1. Description of the basic operational and management practices with which the organization will support a FYSPRT (see Appendix A, FYSPRT Description) **(up to 10 points)**.
2. Description of sound fiscal management and accountability practices **(up to 10 points)**.
3. Description of how the organization will establish working relationships within the mental health system in the geographical area for which it is applying, including Regional Support Networks (RSNs); mental health service providers; other adult and child-serving systems; and Tribes **(up to 10 points)**.
4. Description of how the organization will develop a clear linkage between its area of interest and vision, and how these will help foster the successful development of a FYSPRT **(up to 10 points)**.
5. Description of the organization's collaboration and partnerships with community mental health agencies or other community partners for the delivery of services through letters of support **(up to 10 points)**.
6. Description of how the organization will assure collaboration and continuity with existing FYSPRTs. Plans for collaboration must be corroborated by letters of support **(up to 10 points)**.
7. Experience/Staff Qualifications and how that experience and qualifications will support the FYSPRT model **(up to 10 points)**.
8. Description of how the organization will participate in the FYSPRT governance structure and promote the FYSPRT model within Washington State **(up to 10 points)**.
9. Description and demonstration of how the organization's partnerships with other Consumer and/or Family Operated Organizations and other entities (e.g. non-profit

associations, banks, etc.) will support your organization through letters of support (**up to 10 points**).

10. Description of the organization's budget and implementation timeline (**up to 10 points**).

Evaluation Procedure

Kitsap County shall designate an evaluation team to review, evaluate and score proposals. Each proposal will be initially screened to determine if it complies with the stated instructions. If a proposal does not meet all requirements, Kitsap County may consider the proposal non-responsive and may withdraw it from consideration at any time. If a proposal meets all requirements, evaluators will score and award points up to the maximum points available for each question.

The maximum number of evaluation points available is 100. Minimum Qualifications are evaluated on a pass/fail basis. For each question, 0 is the lowest possible score and points are awarded for the most complete answers that demonstrate the Proposer's expertise and/or experience, up to the maximum number of points listed for each question.

Appendix A: Proposed Scope of Work

Purpose

The purpose of this Contract is for the Contractor to work with the DBHR Family Liaison and other family support network providers to develop localized Family Youth System Partner Roundtables (FYSPRTs). The desired outcome of the development of the FYSPRTs is a statewide network with increased family and youth voice founded in the values and principle of Systems of Care.

Scope of Work and Project Schedule

FYSPRT Description.

The function of a FYSPRT is to be a working partnership among family, youth, and professionals to bring a broad perspective to build and strengthen relationships for identifying family and youth needs and creating options to address family and youth priorities. The FYSPRT provides leadership to influence the establishment and sustainability of Washington State Children's Behavioral Health System Principles in service delivery to children, youth, and families. The FYSPRT provides insight on long-term strategies in support of fully implementing and sustaining Washington State's Systems of Care approach.

It is intended that a FYSPRT will leverage the experiences, expertise, and insight of key family, youth, and professionals that are committed to building a seamless System of Care for behavioral health services for Washington State children, youth and families.

FYSPRT alignment with the Washington State principles requires the following:

- Tri-Leadership representing a family, youth, and system partner;
- Bring community, individual and agency resources to address local needs;
- Maintain a current membership list and have over half of which will be family and youth with a balance of participation by each;
- Establish dates, times, and locations for monthly meetings (distributed to SOC Management Team and regionally located FYSPRT and related family, youth, professionals, organizations; and posted on Statewide and Regional FYSPRT Webpages);
- Include meeting agenda items that reflect Washington State Principles, Regional Activities, and Statewide Information Sharing;
- Operationalize connection and participation with Regional/Local FYSPRTs;
- Report back from Local FYSPRT to Regional FYSPRT to Statewide FYSPRT;
- Provide feedback and recommendations for system improvement to Regional FYSPRT and SOC Management Team;
- Identify barriers/challenges and approaches to problem solve local cross system issues;
- Identify technical assistance needed to address FYSPRT needs;
- Identify resources/initiatives/projects of existing community and system agencies that support systems of care values and principles;
- Gather SOC related activity information to submit for federal reporting in the TRAC System, through Regional and Statewide FYSPRT reporting;
- Document activities supporting the system of care for state and federal reporting purposes and report quarterly to regional FYSPRTs;
- Help move our respective part of the work towards Washington State principles in community organization, workforce development, policies, practice, financing, and structural change; and
- Create a charter, modeled after the Regional FYSPRT Charter to outline roles, responsibilities, accountabilities, reporting relationships and other function alignment.

FYSPRT Function and Purpose

- To be a working partnership among family, youth, community and system partners, bringing broad perspective to build and strengthen relationships.
- To identify family, youth, community and system needs; creating options and opportunities to address family and youth priorities.
- To provide leadership and influence the establishment and sustainability of Washington State Children's Behavioral Health System in service delivery for children, youth and families.
- To provide insight on long-term strategies in support of fully implementing and sustaining Washington State Children's Behavioral Health System.

- FYSVRTs will leverage the experiences, expertise, and insight of key family, youth, and community and system partners committed to building seamless behavioral health services for Washington State children, youth and families

Performance Work Statement. The Contractor shall provide the activities and staff, and otherwise do all things necessary or incidental for the performance of work as set forth below:

- Provide evidence of expenses quarterly for cost reimbursement to support the participation of families and youth in the development of FYSVRT in their respective communities.
- Develop, in partnership with FYSVRT members, a strategic plan to address the technical assistance, training and support needs to increase the involvement of families and youth in the planning and decision-making process as well as the engagement with adult consumers interested in supporting seamless transition for youth into adulthood.
- Identify, engage, and provide evidence quarterly of partnering and collaborating with key individual/community partners, other FYSVRT's, and additional communities to further the development of a statewide network with increased family and youth voice founded in the values and principals of Systems of Care.
- Ensure cultural competence by engaging individuals and other partners representing cultural and ethnic diversity common to the region. Specifically and provide evidence quarterly of outreach efforts to key partners including tribal communities.
- Provide evidence quarterly of linking families and youth representatives with other communities in the development of FYSVRT across the state through partnership and technology.
- Coordinate and provide travel support for at least one family representative to attend the Systems of Care Community Learning Event.
- Provide support for family representatives to attend meetings and trainings as they relate to leadership development and growth and the planning, implementation, and decision making process.
- Conduct a survey to discover what various communities, for access, education, support, identification of and need for development of youth and family resource groups or organizations and how communities want them to be developed and operate.
- Provide information for TRAC reporting monthly (previous month is due by 10th of each month) and as requested per SAMHSA.
- Identify local/regional needs, develop a plan, and evidence of implementing that plan quarterly of bringing those needs forward to the Statewide FYSVRT, with recommendations about how to meet those needs.
- Develop a plan and evidence of efforts to implement the plan quarterly to address sustaining and expanding Regional FYSVRTs including adding at least four local FYSVRTs in each region.

| Deliverables Table | |
|--|---------------|
| Deliverable | Amount |
| <p>1. Development of strategic Plan – an outline and timeline of intended steps and activities to engage with families, youth, system partners and community organizations to accomplish deliverables outlined in the Performance Work Statement (PWS):</p> <ul style="list-style-type: none"> a. Provide evidence of meeting the deliverables outlined in the PWS. b. Promotion of cultural and ethnic relevance. | |
| <p>2. Partnership Plan- an outline demonstrating evidence of partnership development demonstrating what is stated in the Performance Work Statement:</p> <ul style="list-style-type: none"> a. Identify and engage key partners <ul style="list-style-type: none"> (1) Consumers and Family Members of consumers. (2) Youth i.e. Youth 'N Action and/or other youth organizations that promote youth voice. (3) System Partners and Community Organizations and members including current collaboration with other established FYSPRTs. | |
| <p>3. Technical Assistance Plan- outline plan for leadership development tool box:</p> <ul style="list-style-type: none"> a. Preparation for meeting participation. b. Leadership Training Academy attendees identified. c. Other trainings and activities to promote skill development. | |
| <p>4. Growth and Sustainability Plan- outline plan to support ongoing engagement and participation with families, youth, system partners and community organizations:</p> <ul style="list-style-type: none"> a. Evidence and submission of growth and sustainability plan to support the equitable participation of families, youth, system partners and community organizations in the decision making and System of Care Expansion planning to include: <ul style="list-style-type: none"> (1) Listing of partnership relationships developed; (2) Plans for sustainability; and (3) Ongoing use of technology. | |
| TOTAL CONSIDERATION | \$ |

Appendix B: Sample Contract

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SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and , having its principal offices at (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on and terminate on. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County,

its officers, officials, employees and agents as an additional insured with respect to performance of services.

- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written

notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of

race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will

promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this ____ day _____, 20__.

DATED this ____ day _____, 20__.